

**COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF COMMUNITY SERVICES
COMMUNITY SERVICES UNIT**

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

ABBREVIATED STATE PLAN

FISCAL YEAR 2010

SUBMITTED TO

**U.S DEPARTMENT OF HEALTH AND HUMAN SERVICES
ADMINISTRATION FOR CHILDREN AND FAMILIES
OFFICE OF COMMUNITY SERVICES**

SEPTEMBER 2009

GRANTEE COMMONWEALTH OF MASSACHUSETTS FFY 2010

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

ABBREVIATED MODEL PLAN

PUBLIC LAW 97-35, AS AMENDED

FISCAL YEAR (FY) 2010

GRANTEE: COMMONWEALTH OF MASSACHUSETTS

EIN: 1-046002284-K4

**ADDRESS: MASSACHUSETTS DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT
100 CAMBRIDGE STREET, SUITE 300
BOSTON, MA 02114**

NAME OF LIHEAP COORDINATOR: Gerald Bell

EMAIL: gerald.bell@state.ma.us

TELEPHONE: 617-573-1438 FAX: 617-573-1460

LAST DETAILED MODEL PLAN FILED: FY 2009

PLEASE CHECK ONE: TRIBE _____ STATE X INSULAR AREA _____

**Department of Health and Human Services
Administration for Children and Families
Office of Community Services
Washington, D.C. 20447**

August 1987, revised 05/92, 02/95, 03/96, 12/98, 11/01

OMB Approval No. 0970-0075, Expiration Date: 09/30/2011

THE PAPERWORK REDUCTION ACT OF 1995 (Pub. L. 104-13)

Use of this model plan is optional. However, the information requested is required in order to receive a Low Income Home Energy Assistance Program (LIHEAP) grant in years in which a grantee is not required to use the detailed model plan. Public reporting burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, gathering and maintaining the data needed, and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

I. ASSURANCE

The Commonwealth of Massachusetts agrees to:

(1) use the funds available under this title to--

(A) conduct outreach activities and provide assistance to low income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, consistent with paragraph (5);

(B) intervene in energy crisis situations;

(C) provide low-cost residential weatherization and other cost-effective energy-related home repair; and

(D) plan, develop, and administer the State's program under this title including leveraging programs,

and the State agrees not to use such funds for any purposes other than those specified in this title;

(2) make payments under this title only with respect to--

(A) households in which one or more individuals are receiving--

(i) assistance under the State program funded under part A of title IV of the Social Security Act;

(ii) supplemental security income payments under title XVI of the Social Security Act;

(iii) food stamps under the Food Stamp Act of 1977; or

(iv) payments under section 415, 521, 541, or 542 of title 38, United States Code, or under section 306 of the Veterans' and Survivors' Pension Improvement Act of 1978; or

(B) households with incomes which do not exceed the greater of—

(i) an amount equal to 150 percent of the poverty level for such State; or

(ii) an amount equal to 60 percent of the State median income;

except that a State may not exclude a household from eligibility in a fiscal year solely on the basis of household income if such income is less than 110 percent of the poverty level for such State, but the State may give priority to those households with the highest home energy costs or needs in relation to household income.

(3) conduct outreach activities designed to assure that eligible households, especially households with elderly individuals or disabled individuals, or both, and households with high home energy burdens, are made aware of the assistance available under this title, and any similar energy-related assistance available under subtitle B of title VI (relating to community services block grant program) or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;

(4) coordinate its activities under this title with similar and related programs administered by the Federal Government and such State, particularly low-income energy-related programs under subtitle B of title VI (relating to community services block grant program), under the supplemental security income program, under part A of title IV of the Social Security Act, under title XX of the Social Security Act, under the low-income weatherization assistance program under title IV of the Energy Conservation and Production Act, or under any other provision of law which carries out programs which were administered under the Economic Opportunity Act of 1964 before the date of the enactment of this Act;

(5) provide, in a timely manner, that the highest level of assistance will be furnished to those households which have the lowest incomes and the highest energy costs or needs in relation to income, taking into account family size, except that the State may not differentiate in implementing this section between the households described in clauses 2(A) and 2(B) of this subsection;

(6) to the extent it is necessary to designate local administrative agencies in order to carry out the purposes of this title, to give special consideration, in the designation of such agencies, to any local public or private nonprofit agency which was receiving Federal funds under any low-income energy assistance program or weatherization program under the Economic Opportunity Act of 1964 or any other provision of law on the day before the date of the enactment of this Act, except that--

(A) the State shall, before giving such special consideration, determine that the agency involved meets program and fiscal requirements established by the State; and

(B) if there is no such agency because of any change in the assistance furnished to programs for economically disadvantaged persons, then the State shall give special consideration in the designation of local administrative agencies to any successor agency which is operated in substantially the same manner as the predecessor agency which did receive funds for the fiscal year preceding the fiscal year for which the determination is made;

(7) if the State chooses to pay home energy suppliers directly, establish procedures to --

(A) notify each participating household of the amount of assistance paid on its behalf;

(B) assure that the home energy supplier will charge the eligible household, in the normal billing process, the difference between the actual cost of the home energy and the amount of the payment made by the State under this title;

(C) assure that the home energy supplier will provide assurances that any agreement entered into with a home energy supplier under this paragraph will contain provisions to assure that no household receiving assistance under this title will be treated adversely because of such assistance under applicable provisions of State law or public regulatory requirements; and

(D) ensure that the provision of vendored payments remains at the option of the State in consultation with local grantees and may be contingent on unregulated vendors taking appropriate measures to alleviate the energy burdens of eligible households, including providing for agreements between suppliers and individuals eligible for benefits under this Act that seek to reduce home energy costs, minimize the risks of home energy crisis, and encourage regular payments by individuals receiving financial assistance for home energy costs;

(8) provide assurances that,

(A) the State will not exclude households described in clause (2)(B) of this subsection from receiving home energy assistance benefits under clause (2), and

(B) the State will treat owners and renters equitably under the program assisted under this title;

(9) provide that--

(A) the State may use for planning and administering the use of funds under this title an amount not to exceed 10 percent of the funds payable to such State under this title for a fiscal year and not transferred pursuant to section 2604(f) for use under another block grant; and

(B) the State will pay from non-Federal sources the remaining costs of planning and administering the program assisted under this title and will not use Federal funds for such remaining cost (except for the costs of the activities described in paragraph (16));

(10) provide that such fiscal control and fund accounting procedures will be established as may be necessary to assure the proper disbursement of and accounting for Federal funds paid to the State under this title, including procedures for monitoring the assistance provided under this title, and provide that the State will comply with the provisions of chapter 75 of title 31, United States Code (commonly known as the "Single Audit Act");

(11) permit and cooperate with Federal investigations undertaken in accordance with section 2608;

(12) provide for timely and meaningful public participation in the development of the plan described in subsection (c);

(13) provide an opportunity for a fair administrative hearing to individuals whose claims for assistance under the plan described in subsection (c) are denied or are not acted upon with reasonable promptness; and

(14) cooperate with the Secretary with respect to data collecting and reporting under section 2610.

(15)* beginning in fiscal year 1992, provide, in addition to such services as may be offered by State Departments of Public Welfare at the local level, outreach and intake functions for crisis situations and heating and cooling assistance that is administered by additional State and local governmental entities or community-based organizations (such as community action agencies, area agencies on aging and not-for-profit neighborhood-based organizations), and in States where such organizations do not administer functions as of September 30, 1991, preference in awarding grants or contracts for intake services shall be provided to those agencies that administer the low-income weatherization or energy crisis intervention programs.

*** This assurance is applicable only to States, and to territories whose annual regular LIHEAP allotments exceed \$200,000. Territories with annual allotments of \$200,000 or less and Indian tribes/tribal organizations are not subject to Assurance 15.**

(16) use up to 5 percent of such funds, at its option, to provide services that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance, including needs assessments, counseling, and assistance with energy vendors, and report to the Secretary concerning the impact of such activities on the number of households served, the level of direct benefits provided to those households, and the number of households that remain unserved.

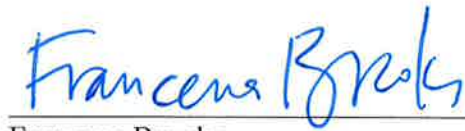
II. Certification to the Assurances

As Chief Executive Officer, I agree to comply with the sixteen assurances contained in Title XXVI of the Omnibus Budget Reconciliation Act of 1981, as amended, in the administration of its Low Income Home Energy Assistance Program.

By signing these assurances, I also agree to abide by the standard assurances on lobbying, debarment and suspension, and a drug-free workplace.

Signature of Chief Executive Officer of the State or Designee

Signature:

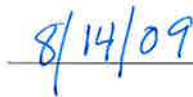


Francena Brooks

Undersecretary

Massachusetts Department of Housing & Community Development

Date:

**Employer Identification Number: 1-046002284-K4**

These assurances, together with a description of how the Commonwealth of Massachusetts intends to carry out specific assurances, and all other application provisions and requirements are set forth in the following application.



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

August 6, 2009

Mr. Nick St.Angelo
Director
Division of Energy Assistance
Office of Community Services
Administration for Children and Families
U.S. Department of Health and Human Services
370 L'Enfant Promenade, S.W.
Washington, D.C. 20447

Dear Mr. St.Angelo:

In accordance with Title XXVI of the Low-Income Home Energy Assistance Act of 1981, Public Law 97-35, as amended, I hereby designate the Department of Housing and Community Development (DHCD) to act as the lead agency for the administration of the Low-Income Home Energy Assistance Program. Francena Brooks, as the Undersecretary of DHCD, is authorized to make the certifications, provide the assurances and execute all documents required to implement the Low-Income Home Energy Assistance Program.

Sincerely,

A handwritten signature in blue ink, appearing to read "Deval Patrick", written over a large, stylized blue loop.

III. Modified LIHEAP FY 2010 Application

Changes to the Fiscal Year 2009 LIHEAP State Plan (original Plan) are noted below. All other narrative sections, sub-sections, and responses to Statutory References included in the original Plan shall remain unchanged during Fiscal Year 2010.

Page #	Subject	Modifications								
7.	Introduction	Fiscal Year <u>2010</u>								
8.	Program Summary & Highlights	First paragraph ... FY 2010 has not been finalized before the preparation of this Plan. FY 2009 was \$5.01 billion. ...provided Massachusetts with \$162,915,645 in LIHEAP block grant and \$50,498,727 in emergency contingency funds. Third paragraph \$111.54 million for FY 2010. ...FY 2010 LIHEAP in Massachusetts: <ul style="list-style-type: none">➤ Program Year: October 1, 2009 to September 30, 2010 and November 1, 2009 to April 30, 2010.➤ Benefit Levels: The initial benefit is \$635 per household as shown in Attachment B. This is based on an anticipated national appropriation of \$3.2 billion (approximately \$111.54 million for Massachusetts).								
9.	Note: Statement of Statutory Assurances	During FY 2009, HHS did not request a report on non-federal leveraging information. In FY 2010, using the same reporting format used in FY 2008, Massachusetts will collect non-federal leveraging information and will include awarded federal funds, if any as LIHEAP benefits. Included on pp. 3-7 of this Abbreviated LIHEAP State Plan for FY 2010.								
11.	STATUTORY REFERENCE: 2605 (a), 2605 (b)(1)	<table><tr><td>Use of Funds</td><td>Dates of Operation</td></tr><tr><td><u>X</u> heating assistance</td><td>11/1/09 – 4/30/10</td></tr><tr><td><u>X</u> crisis assistance</td><td>11/1/09 – 4/30/10</td></tr><tr><td><u>X</u> weatherization assistance</td><td>10/1/09 – 9/30/10</td></tr></table>	Use of Funds	Dates of Operation	<u>X</u> heating assistance	11/1/09 – 4/30/10	<u>X</u> crisis assistance	11/1/09 – 4/30/10	<u>X</u> weatherization assistance	10/1/09 – 9/30/10
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12.	STATUTORY REFERENCE: 2605 (c)(1)(C) Alternate Uses of Crisis Assistance Funds	Funds reserved for winter crisis assistance that have not been expended by March 15, 2010, shall be reprogrammed to FY 2010 benefit allocation process.
13.	STATUTORY REFERENCE: 2605(c)(1)(A) 2605 (b) (2) HEATING ASSISTANCE	Other (specify): The phrase, "self-employed applicants" and the following reference "*** These households are not eligible for benefits if gross business receipts/sales exceed \$250,000 annually" no longer applies to the FY 2010 LIHEAP State Plan. This requirement was rescinded during FY 2009.
14.	STATUTORY REFERENCE: 2604 (c) 2605(c) (1) (A) CRISIS ASSISTANCE	Additional (Specify Below): The phrase, "self-employed applicants" and the following reference (noted on p.13), "*** These households are not eligible for benefits if gross business receipts/sales exceed \$250,000 annually" no longer applies to the FY 2010 LIHEAP State Plan. This requirement was rescinded during FY 2009.
15.	CRISIS ASSISTANCE What constitutes a crisis?	Local Administering Agencies (LAAs) are required to provide for emergency service within 18 hours of the eligible household's application or request, in accordance with the statute and corresponding procedures outlined in the FY 2010 Administrative Guidance.
18.	STATUTORY REFERENCE: 2605(b)(4) COORDINATION	p.18 – Third paragraph. During Fiscal Year 2009, DHCD convened meetings to...Fiscal Year 2010. p.18 - Fifth paragraph. During Fiscal Year 2010, CSU shall continue to pursue the involvement of other governmental agencies in LIHEAP's administration. CSU shall seek the assistance of the Massachusetts Department of Revenue (DOR) to conduct Wage Match verifications and the Massachusetts Department of Transitional Assistance (DTA), and the U.S. Social Security Administration in other aspects of income verification and related eligibility information in the prevention of potential fraud situations.
19.		p.19 – Sixth paragraph. CSU shall continue...in FY 2010. ...During FY 2010, DHCD projects up to 50,000 households receiving food stamps will be served under this joint initiative.

19. Con't	STATUTORY REFERENCE: 2605(b)(4) <i>COORDINATION</i>	<p>p.19 – Seventh paragraph. Substitute the paragraph with the following text.</p> <p>The Residential Assistance for Families in Transition (RAFT) Program is administered by DHCD to provide financial assistance to homeless families and families at risk of becoming homeless. The RAFT Program provides short term, limited financial assistance to enable families to retain housing, obtain new housing or otherwise avoid homelessness. Applicants apply directly to one of nine (9) Regional Non-Profit housing agencies (RNPs) agencies that are contracted to operate the program across the state. Eligible uses of funds include rent and mortgage arrearages, utility arrearages or heating fuel, security deposit/1st and last month's rent, employment related transportation expenses, furnishings, and monthly rental stipends. Eligible families must meet income guidelines and must demonstrate that their housing situation will be sustainable with the receipt of RAFT. Whereas utility payments/arrearages are an eligible use of RAFT funds, DCS shall ensure the coordination of the LIHEAP and RAFT Programs among the provider network.</p> <p>p.19 – Eighth paragraph.</p> <p>The following paragraph has been deleted.</p> <p>“Finally, as a result of inquiries received during the FY 2008 Program Year, DHCD intends to convene an advisory group to evaluate the issue of funding set asides from LIHEAP appropriations for federally recognized Massachusetts Tribes.”</p> <p>And substituted with the following paragraph:</p> <p>Finally, DHCD intends to conduct a third-party program review in FY 2010 to address issues raised at the most recent public hearing, Advisory Group and sub-committee meetings. Any potential changes shall be vetted for the FY 2011 program year.</p>
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21-22	STATUTORY REFERENCES 2605 (b) (5), 2605 (c) (1) (B) & (D) WEATHERIZATION & OTHER ENERGY RELATED HOME REPAIR AND IMPROVEMENTS	<p><u>Weatherization Component Guidelines</u></p> <p>First paragraph. ...Expenditures per home may range from \$125 for a system tune-up to \$4,375 for a heating system replacement.</p> <p>Second paragraph. <u>NOTE:</u> ...At an average cost of \$5,500 per weatherized home, WAP shall provide an energy audit, insulation of attics, walls, and perimeters, air sealing, and other measures, such as storm windows, according to DHCD determined and DOE approved priorities and guidance.</p> <p>Third paragraph. The maximum allowable WAP expenditure in a home shall be \$10,000 in labor and materials.</p>
23.	VII. General Program Background	<p>p.23 - Third paragraph. ...During FY 2009, a total of \$3,597,405 in Assurance 16 funds were provided to LAAs in accordance with the LIHEAP statute. The initial funding of \$2,900,000 was increased by \$697,400 in accordance with the allocation of subsequent federal LIHEAP funds. This undertaking on the DHCD's part, afforded each LIHEAP subgrantee with additional \$31,700 to assign at least one Full Time Equivalent (FTE) staff towards energy advocacy, case management, and shut-off protection for income eligible LIHEAP households. Subject to negotiations with local service delivery agencies, DHCD shall continue this enhanced Assurance 16 initiative.</p>
24.		<p>p.24 – Fourth paragraph. The following phrase has been deleted. ...Business owners whose annual gross receipts/revenue exceed \$250,000 are not eligible to receive LIHEAP assistance in FY 2009. This requirement was rescinded during FY 2009.</p> <p>p.24 - Sixth paragraph. CSU has updated the poverty guidelines for the FY 2010 program year using 2009 HHS Poverty Guidelines and State Median Income Estimates, where applicable.</p>

31.	STATUTORY REFERENCE: 2605(b)(12),2605(a) (2) TIMELY AND MEANINGFUL PUBLIC PARTICIPATION AND PUBLIC HEARINGS	<p>pp. 31, First, second, third, and fourth paragraphs.</p> <p>During Fiscal Year 2009, DHCD convened Advisory Group meetings to address home heating energy issues such as high cost of heat for both deliverable fuel and utility clients, low-income discount rates, arrearage management programs, utility shut offs, and pending terminations of utility services for the low-income Massachusetts population. DHCD's service delivery partners, such as the Department of Public Utilities, investor-owned utility companies and LIHEAP subgrantee agency representatives participated in these meetings and helped develop new strategies for Fiscal Year 2010. Proposed modifications to the Fiscal Year 2010 LIHEAP were presented to the Advisory Group in July 2009. In Fiscal Year 2008, two subcommittees were formed to review and make recommendations for changes in eligibility requirements for subsidized housing and self-employment applicants. All subcommittee recommendations were taken under advisement, however, no major programmatic changes were made in FY 2009. The Advisory Group is comprised of representatives from the LIHEAP provider agency network, community action trade association, consumer legal and elderly advocacy and DHCD.</p> <p>As part of its overall public review process, the proposed State Plan was released in July 2009 to LAAs/provider agencies, Energy Policy Advisory Group, Massachusetts Energy Directors Association and other interested parties.</p> <p>A formal Public Hearing was held on July 15, 2009 at DHCD during which both oral and written comments were received and recorded via transcripts. Notice of the public hearing was advertised in newspapers across Massachusetts and sent to interested parties in June 2009. All comments made throughout the review process are considered in the completion of this abbreviated State Plan for Fiscal Year 2010.</p>
32.	STATUTORY REFERENCE: 2605(b)(13)FAIR HEARINGS	<p>p.32 - Seventh paragraph.</p> <p>The timeframe for filing appeals is:</p> <p>Appeals to Local Administering Agency - November 1, 2009 to June 25, 2010. Appeal to DHCD of an LAA Decision - November 1, 2009 to August 27, 2010.</p>

34-37	VIII. LEVERAGING ACTIVITIES STATUTORY REFERENCE: 2607(A) LEVERAGING	<p>p.34 - First Paragraph. ...No Leveraging resources were required by and reported to U.S.HHS in FY 2009; however, DHCD shall collect follow-up information in this regard on or before the LIHEAP subgrantees contractual obligations end on September 30, 2009.</p> <p>pp. 36-37 - (9) State Supplemental Funding In FY 2009, the Massachusetts legislature allocated \$10 million in state LIHEAP funds, which were used to supplement LIHEAP benefits. This additional funding allowed Massachusetts to increase its maximum benefit by approximately \$85 from \$1,410 to \$1,495.</p>
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IV. Income Eligibility

(Please specify whether you are using calendar year 2009 poverty level **or** FY 2010 median income estimates in determining eligibility: FY 2010 median income **60% Estimated State Median Income**).

The Department of Housing and Community Development (DHCD) shall utilize 60% of the State Median Income guidelines, as issued by HHS in FY 2009, to determine maximum income eligibility of clients in FY 2010.

Please describe how you obtained public participation in the development of your 2010 plan. (For States, please also provide information on your public hearings.):

A public hearing on the abbreviated Fiscal Year 2010 Low Income Home Energy Assistance (LIHEAP) State Plan was held on July 15, 2009, at the Department of Housing and Community Development (DHCD) from 10:00 AM to 12:00 PM. The draft State Plan was posted on DHCD's website and a Notice of Public Hearing was announced through mass e-mails and regional newspapers. Copies of the State Plan were made available to anyone who requested a copy.

Written comments on the State Plan were accepted prior to and during the Public Hearing process. Oral testimonies presented during the public hearing process were recorded and transcribed. All comments, gathered during the public comment period between July 13 through August 13, 2009 were reviewed and incorporated (where applicable) in this State Plan.

Date Carryover and Reallotment Report submitted: July 1, 2009

ADDITIONAL CERTIFICATIONS AND REQUIREMENTS

Attached are additional certifications required as follows:

- **Lobbying certification**
- **Debarment and suspension certification.**
- **Drug-free workplace requirement certification**
- **HHS LIHEAP Household Report** (See the Attachment section)
- **LIHEAP Carryover and Reallotment Report, Submitted: July, 1, 2009**

Certification Regarding Lobbying

No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL "Disclosure Forms to Report Lobbying," in accordance with its instructions.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

The Commonwealth of Massachusetts, by signing and submitting this LIHEAP State Plan and Application, certifies to the federal government that it agrees to comply with the assurances set out below:

- (a) The inability of a person to provide the certification required below will not necessarily result in denial of participation in the covered transaction. If necessary, the Commonwealth of Massachusetts shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with HHS's determination whether to enter into the transaction. However, a failure of the Commonwealth of Massachusetts to furnish a certification or explanation shall disqualify such person from participation in the transaction.
- (b) The certification in this clause is a material representation of fact upon which reliance was placed when HHS determined that the Commonwealth of Massachusetts knowingly rendered an erroneous certification, in addition to other remedies available to federal government, HHS may terminate this transaction for cause or default.
- (c) The Commonwealth of Massachusetts shall provide immediate written notice to the HHS agency to which this Plan is submitted if at any time the Commonwealth of Massachusetts learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (d) The terms "covered transaction," "debarred," "suspended," "ineligible," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 at 45 CFR Part 76.
- (e) The Commonwealth of Massachusetts agrees by submitting this Plan that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by HHS.
- (f) The Commonwealth of Massachusetts further agrees by submitting this Plan that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by HHS without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended,

ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).

- (h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (i) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, HHS may terminate this transaction for cause or default.
- (1) The Commonwealth of Massachusetts certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a 3-year period preceding this Plan been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) have not within a 3-year period preceding this Plan had one or more public transactions (federal, state or local) terminated for cause or default.
- (2) Where the Commonwealth of Massachusetts is unable to certify to any of the statements in this certification, the Commonwealth of Massachusetts shall attach an explanation to this Plan.

Drug-Free Workplace Act Certification

The Commonwealth of Massachusetts, by submitting this LIHEAP State Plan and Application, is providing the certification set out below which requires, by regulations, the implementation of the Drug-Free Workplace Act of 1988, 45 CFR Par 76, Subpart F. The regulations, published in the May 25, 1990 Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material of fact upon which reliance will be placed when the U.S. Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirement of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the federal government, may take action authorized under the Drug-Free Workplace Act. False certifications shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment.

Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, once workplaces are identified, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or state highway department while in operation, state employees in each local unemployment office, performers in concerts hall or radio studios).

If the workplace identified to HHS changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in questions (see above).

Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedule I through V of the Controlled Substance Act (21 USC. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15).

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes;

"Criminal drug statute" means a Federal or non-federal or state criminal drug statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients of subcontractors in covered workplaces).

The Commonwealth of Massachusetts certifies that it will or will continue to provide a drug-free workplace by:

- (a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying that actions that will be taken against employees for violation of such prohibition;
- (b) establishing an on-going drug-free awareness program to inform grantees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the state's policy for maintaining a drug-free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) making it a requirement that employees to be engaged in the performance of the grant be given a copy of the statement required by subparagraph (a);
- (d) notifying the employee and grantee in the statement required by subparagraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) abide by the terms of the statement; and
 - (2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- (e) notifying the agency in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) taking one of the following actions within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted:
- (1) taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through the implementation of paragraphs (a), (b), (c), (d), (e), and (f).

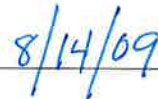
Signature: _____



Francena Brooks, Undersecretary

Massachusetts Department of Housing and Community Development

Date: _____



Grant Number: _____



ATTACHMENTS (Updated as part of this abbreviated State Plan for FY 2010)

- A. LIHEAP subgrantee Service Area Coverage by Local Administrating Agency (attached)
- B. FY 2010 LIHEAP Maximum Income Eligibility Chart (attached)
- C. Certifications (contained within this document)
- D. Preliminary FY 2009 Household Report (attached)
- E. LIHEAP Vendor Agreements (attached)
- F. Notice of Public Hearing (attached)

ATTACHMENT A

FY 2010 LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) SERVICE AREA COVERAGE BY LOCAL ADMINISTERING AGENCY

ACTION, INC.:

Essex, Gloucester, Hamilton, Ipswich, Manchester, Rockport, Wenham

ACTION FOR BOSTON COMMUNITY DEVELOPMENT, INC.:

Boston, Brookline, Newton

BERKSHIRE COMMUNITY ACTION COUNCIL, INC.:

Adams, Alford, Becket, Cheshire, Clarksburg, Dalton, Egremont, Florida, Great Barrington, Hancock, Hindsdale, Lanesborough, Lee, Lenox, Monterey, Mt. Washington, New Ashford, New Marlborough, North Adams, Otis, Peru, Pittsfield, Richmond, Sandisfield, Savoy, Sheffield, Stockbridge, Tyringham, Washington, West Stockbridge, Williamstown, Windsor.

COMMUNITY ACTION, INC.:

Amesbury, Boxford, Georgetown, Groveland, Haverhill, Merrimack, Newbury, Newburyport, Rowley, Salisbury, West Newbury

COMMUNITY ACTION PROGRAM INTER-CITY, INC.:

Chelsea, Revere, Winthrop

CITY OF CAMBRIDGE DEPARTMENT OF HUMAN SERVICES:

Cambridge, Somerville

CITIZENS FOR CITIZENS, INC.:

Berkley, Dighton, Fall River, Freetown, Lakeville, Rehoboth, Seekonk, Somerset, Swansea, Taunton, Westport

COMMUNITY TEAMWORK, INC.:

Arlington, Bedford, Belmont, Billerica, Burlington, Carlisle, Chelmsford, Dracut, Dunstable, Groton, Lexington, Lowell, Pepperell, Tewksbury, Tyngsborough, Waltham, Watertown, Westford, Wilmington

ATTACHMENT A

FY 2010 LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) SERVICE AREA COVERAGE BY LOCAL ADMINISTERING AGENCY

COMMUNITY ACTION OF THE FRANKLIN, HAMPSHIRE, AND NORTH QUABBIN REGIONS, INC.:

Amherst, Ashfield, Belchertown, Bernardston, Buckland, Charlemont, Chesterfield, Colrain, Conway, Cummington, Deerfield, Easthampton, Erving, Gill, Goshen, Granby, Greenfield, Hadley, Hatfield, Hawley, Heath, Huntington, Leverett, Leyden, Middlefield, Monroe, Montague, New Salem, Northampton, Northfield, Orange, Pelham, Plainfield, Rowe, Shelburne, Shutesbury, South Hadley, Southampton, Sunderland, Ware, Warwick, Wendell, Westhampton, Williamsburg, Worthington, Whately.

GREATER LAWRENCE COMMUNITY ACTION COUNCIL, INC.:

Andover, Lawrence, Methuen, North Andover, North Reading, Reading

LYNN ECONOMIC OPPORTUNITY, INC.:

Lynn, Lynnfield, Nahant, Saugus, Swampscott, Wakefield

NEW ENGLAND FARM WORKERS' COUNCIL, INC. (SPRINGFIELD):

Western Service Area: Springfield

NEW ENGLAND FARM WORKERS' COUNCIL, INC. (FITCHBURG):

North Central Service Area: Ashburnham, Ashby, Athol, Ayer, Barre, Berlin, Bolton, Clinton, Fitchburg, Gardner, Hardwick, Harvard, Hubbardston, Lancaster, Leominster, Lunenburg, New Braintree, Petersham, Phillipston, Princeton, Royalston, Shirley, Sterling, Templeton, Townsend, Westminster, Winchendon

NORTH SHORE COMMUNITY ACTION PROGRAMS, INC.:

Beverly, Danvers, Marblehead, Middleton, Peabody, Salem, Topsfield

PEOPLE ACTING IN COMMUNITY ENDEAVORS, INC.:

Acushnet, Dartmouth, Fairhaven, Marion, Mattapoisett, New Bedford, Rochester

QUINCY COMMUNITY ACTION PROGRAM, INC.:

Braintree, Milton, Quincy, Weymouth

ATTACHMENT A

FY 2010 LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) SERVICE AREA COVERAGE BY LOCAL ADMINISTERING AGENCY

SELF-HELP, INC.:

Abington, Attleboro, Avon, Bridgewater, Brockton, Canton, Dedham, East Bridgewater, Easton, Foxborough, Franklin, Hanson, Holbrook, Mansfield, Norfolk, North Attleboro, Needham, Norton, Norwood, Plainville, Randolph, Raynham, Rockland, Sharon, Stoughton, Walpole, West Bridgewater, Westwood, Whitman, Wrentham

SOUTH MIDDLESEX OPPORTUNITY COUNCIL, INC.:

Acton, Ashland, Blackstone, Bellingham, Boxborough, Concord, Dover, Framingham, Grafton, Holliston, Hopedale, Hopkinton, Hudson, Lincoln, Littleton, Marlborough, Maynard, Medfield, Medway, Mendon, Milford, Millis, Millville, Natick, Northborough, Northbridge, Sherborn, Shrewsbury, Southborough, Stow, Sudbury, Wayland, Wellesley, Westborough, Weston, Upton, Uxbridge

SOUTH SHORE COMMUNITY ACTION COUNCIL, INC.:

Barnstable, Bourne, Brewster, Carver, Chatham, Chilmark, Cohasset, Dennis, Duxbury, Eastham, Edgartown, Falmouth, Gay Head, Gosnold, Halifax, Hanover, Harwich, Hingham, Hull, Kingston, Marshfield, Mashpee, Middleborough, Nantucket, Norwell, Oak Bluffs, Orleans, Pembroke, Plymouth, Plympton, Provincetown, Sandwich, Scituate, Tisbury, Truro, Wareham, Wellfleet, West Tisbury, Yarmouth

TRI-CITY COMMUNITY ACTION COUNCIL, INC.:

Everett, Malden, Medford, Melrose, Stoneham, Winchester, Woburn

VALLEY OPPORTUNITY COUNCIL, INC.:

Agawam, Blandford, Brimfield, Chester, Chicopee, East Longmeadow, Granville, Hampden, Holland, Holyoke, Longmeadow, Ludlow, Monson, Montgomery, Palmer, Russell, Southwick, Tolland, Wales, Westfield, West Springfield, Wilbraham

WORCESTER COMMUNITY ACTION COUNCIL, INC.:

Auburn, Boylston, Brookfield, Charlton, Douglas, Dudley, East Brookfield, Holden, Leicester, Millbury, North Brookfield, Oakham, Oxford, Paxton, Rutland, Southbridge, Spencer, Sturbridge, Sutton, Warren, Webster, West Boylston, West Brookfield, Worcester

Fiscal Year 2010
Low Income Home Energy Assistance Program (LIHEAP)
Maximum Income Preliminary Benefit Level

Family Size (# of people in the household)	100% of Federal Poverty Level	125% of Federal Poverty Level	150% of Federal Poverty Level	175% of Federal Poverty Level	200% of Federal Poverty Level	60% of Estimated State Median Income
1	\$ 10,830	\$ 13,538	\$ 16,245	\$ 18,953	\$ 21,660	\$ 29,126
2	\$ 14,570	\$ 18,213	\$ 21,855	\$ 25,498	\$ 29,140	\$ 38,087
3	\$ 18,310	\$ 22,888	\$ 27,465	\$ 32,043	\$ 36,620	\$ 47,049
4	\$ 22,050	\$ 27,563	\$ 33,075	\$ 38,588	\$ 44,100	\$ 56,011
5	\$ 25,790	\$ 32,238	\$ 38,685	\$ 45,133	\$ 51,580	\$ 64,973
6	\$ 29,530	\$ 36,913	\$ 44,295	\$ 51,678	\$ 59,060	\$ 73,935
7	\$ 33,270	\$ 41,588	\$ 49,905	\$ 58,223	\$ 66,540	\$ 75,615
8	\$ 37,010	\$ 46,263	\$ 55,515	\$ 64,768	\$ 74,020	\$ 77,295
9	\$ 40,750	\$ 50,938	\$ 61,125	\$ 71,313	\$ 78,976	\$ 78,976
10	\$ 44,490	\$ 55,613	\$ 66,735	\$ 77,858	\$ 80,656	\$ 80,656
11	\$ 48,230	\$ 60,288	\$ 72,345	\$ 82,336	\$ 82,336	\$ 82,336
12	\$ 51,970	\$ 64,963	\$ 77,955	\$ 84,017	\$ 84,017	\$ 84,017
13	\$ 55,710	\$ 69,638	\$ 83,565	\$ 85,697	\$ 85,697	\$ 85,697
14	\$ 59,450	\$ 74,313	\$ 87,377	\$ 87,377	\$ 87,377	\$ 87,377
15	\$ 63,190	\$ 78,988	\$ 89,057	\$ 89,057	\$ 89,057	\$ 89,057
16	\$ 66,930	\$ 83,663	\$ 90,738	\$ 90,738	\$ 90,738	\$ 90,738
17	\$ 70,670	\$ 88,338	\$ 92,418	\$ 92,418	\$ 92,418	\$ 92,418

Homeowners & Non-subsidized Housing Tenants	\$ 635	\$ 560	\$ 495	\$ 435	\$ 435	\$ 355
Subsidized Housing Tenants	\$ 320	\$ 280	\$ 250	\$ 220	\$ 220	\$ 195
High Energy Benefits	\$ 100	\$ 90	\$ 80	\$ 70	\$ 70	\$ 60

The maximum gross income cannot exceed 60% of estimated state median income.

Sources: Federal Register, Vol. 74, No 14, January 23, 2009, pp. 4199-4201 & Vol. 74, No. 48, March 13, 2009, pp. 10922-10924.

OMB Control No. 0970-0060

LIHEAP Household Report--Federal Fiscal Year 2009--Long Format

Expiration Date: Pending

Grantee Name: COMMONWEALTH OF MASSACHUSETTS

Contact Person AKM RAHMAN

Phone: (617) 573 - 1413

Date: 7/31/2009

The LIHEAP Household Report--Long Format is for use by the 50 States, District of Columbia, and insular areas with annual LIHEAP allotments of \$200,000 or more. This Federal Report provides data on both recipient and applicant households for Federal Fiscal Year (FFY) 2009, the period of October 1, 2007 - September 30, 2008. The Report consists of the following sections: (1) **Recommended Long Format of Assisted Households** and (2) **Recommended Format for LIHEAP Applicant Households**. Data on assisted households are included in the Department's annual LIHEAP Report to Congress. The data are measuring targeting performance under the Government Performance and Results Act of 1993. As the reported data are aggregated, the information in this report is not considered to be confidential.

There are two types of data: (1) **required data** which must be reported under the LIHEAP statute and (2) **requested data** which are optional in response to House Report 103-483 and Senate Report 103-251 LIHEAP Household Report--Long Format (the Excel file name is *hhsrptsl.xls*) and the instructions on completing the Report (the Word file name is *hhrplns.doc*) can be downloaded in the Forms sections of the Community Services LIHEAP web site at: www.acf.hhs.gov/programs/liheap/grantee_forms/index.html#household_report. The spreadsheet is page protected in order to keep the format uniform. The items in other areas of the spreadsheet cannot be modified. For example, the number of assisted and applicant households can not be entered. Each total will be calculated automatically for each type of assistance based when the poverty level data are entered.

Do the data below include estimated figures? No ☐Yes ☒

Mark "X" in the second column below for each type of assistance that has at least one estimated data.

1. RECOMMENDED LONG FORMAT FOR LIHEAP ASSISTED HOUSEHOLDS

Type of assistance	Mark "X" to indicate estimated	Number of assisted households	REQUIRED DATA						REQUESTED DATA		
			Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty	At least one member who is 60 years or older	Disabled	Age 5 years or under	At least one member who is Age 2 years or under
Heating		180,081	24,942	36,455	28,031	27,201	63,452	61,338	46,976	36,308	21,204
Cooling											
Winter/year round crisis		19,687	4,687	3,366	2,717	2,537	6,380	5,859	4,543	5,907	2,478
Summer crisis											
Other crisis (specify)											
Weatherization		10,825	891	1,320	1,636	2,058	4,920	6,442	3,084	1,029	604
											597

2. RECOMMENDED FORMAT FOR LIHEAP APPLICANT HOUSEHOLDS (regardless of whether assisted)

Type of assistance	Mark "X" to indicate estimated	Number of applicant households	REQUIRED DATA						REQUESTED DATA	
			Under 75% poverty	75%-100% poverty	101%-125% poverty	126%-150% poverty	Over 150% poverty	Income data unavailable	At least one member who is Age 2 years or under	At least one member who is Age 3 years through 5 years
Heating	X	217,599	32,640	43,520	32,640	30,464	65,280	13,055		
Cooling		0								
Winter/year round crisis	X	21,273	4,687	3,366	2,717	2,537	6,380	1,586		
Summer crisis										
Other crisis (specify)										
Weatherization		10,825	891	1,320	1,636	2,058	4,920	0		

X Estimated, based on actual number of assisted households as of June 30, 2009. The FY 2009 heating season ended on May 15, 2009.

Note: Include any notes below for section 1 or 2 (indicate which section, type of assistance, and item the note is referencing):

Due August 1

Date 7/31/2009

Section 2607(b)(2)(B) of the LIHEAP statute requires that at least 90% of funds available must be obligated in the year in which they are appropriated. Not more than 10 percent of the amount payable for a fiscal year may be held for obligation in the succeeding fiscal year.

1) Current year amount payable (regular block grant funds, contingency funds and oil overcharge funds)	<u>\$ 213,414,372</u>
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2) 10 percent of amount payable	<u>\$ 21,341,437</u>
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3) Projected unobligated balance	<u>\$ 1,900,000</u>
----------------------------------	---------------------

If line 3 is equal to or less than line 2, report the amount on line 3 as your Carryover amount below. Report \$0 funds for reallocation.

If line 3 is larger than line 2, then report the amount on line 2 as your Carryover amount below. Report the difference between line 2 and line 3 as the reallocation amount below.


Carryover amount	<u>\$ 1,900,000</u>
(Funds to be carried over for obligation in the following fiscal year.)	

Reallotment amount	<u>- 0 -</u>
(Funds that exceed the 10% carryover amount and are to be returned the Federal government.)	

If you report a Carryover amount above, please provide the following:

a) briefly state reasons that these funds will not be used in the fiscal year for which they were allotted

b) Briefly describe the types of assistance to be provided with the amount held available for the following fiscal year:


Signature and Title
Beth Jeppson, Finance Director, DCS

Telephone Number
(617) 573-1412

AGENCY LETTERHEAD

**Agreement to Supply Utility Services to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the furnishing of utility services pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the Program, hereafter) made this _____ day of _____, 2_____, by and between _____
_____ (the Agency), and _____
_____ (the Vendor).

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, with reference to each of its customers certified by the Agency as being eligible under the Program (Certified Customer):
 - invoice the Certified Customer in accordance with the Vendor's established billing practice;
 - charge the Certified Customer after application of payments received for the Certified Customer's account from the Agency not more than the outstanding balance;
 - not discriminate against the Certified Customer regardless of the balance owed the Vendor by the Certified Customer in the event a Certified Customer enters into a reasonable payment plan agreement with the Vendor concerning outstanding balance and the Certified Customer is meeting her/his obligations under the agreement. Supply of utility service is subject to all applicable orders and regulations of the Massachusetts Department of Public Utilities (DPU); and,
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and the Agency for Program purposes.
2. The Vendor shall provide the Agency with a statement of the Certified Customer's outstanding balance as of November 1st of the program year within 30 days of the Agency's request for such information.
3. The Vendor shall submit a bill or invoice by the 15th of the month for utility services furnished to each Certified Customer showing the name and address of the Certified Customer, the amount of utility service furnished and Vendor's charge for the preceding month's billing. The Vendor shall submit final billing by June 15th of the program year. DHCD/DCS reserves the right to monitor compliance with this provision and the Agency shall promptly report any problems to DHCD/DCS.
4. The Agency shall mail payment of the invoice to the Vendor within (30) days of receipt of each invoice unless the Agency has not received sufficient funds from DHCD/DCS to make the payment, in which event payment shall be mailed when the Agency receives sufficient funds from DHCD/DCS to make the payment.

**Agreement to Supply Utility Services to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program
Page 2**

5. Immediately upon receipt of payment from the Agency on behalf of a Certified Customer, the Vendor shall credit the amount of each such Certified Customer. The credit shall be no less than the full amount of the payment made by the Agency on behalf of each such Certified Customer.
6. The Vendor agrees that should Vendor send final notice of termination of utility services to a Certified Customer (or should the Vendor have terminated utility services to a Certified Customer), the Vendor shall not terminate utility services or shall immediately restore utility services upon receiving from the Agency a commitment that the Agency shall pay 25% of the Certified Customer's overdue balance owed the Vendor. The Vendor's obligations hereunder are subject to any overriding policy of the DPU.
7. The Agency and the Vendor agree to abide by all established procedures set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and in any subsequent guidance.
8. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing (or electronically) within 7 days of certification of eligibility. The Vendor agrees to promptly take the following steps for each such Certified Customer, to the extent applicable under the Vendor's account procedures: (i) to code the Certified Customer's account as eligible for fuel assistance payments; (ii) to enroll the Certified Customer onto the Vendor's discount rate, unless already on the rate; and (iii) to code the Certified Customer's account as protected by the winter moratorium on terminations. For purposes of this paragraph, 'promptly' shall mean 'within 7 calendar days,' unless otherwise mutually agreed by the Vendor and the Agency.
9. The Vendor agrees that in all instances involving discussions of payment plans with any Certified Customer it shall fully comply with Section 17(b) of Chapter 140 of the Acts of 2005 and DHCD/DCS' payment plan regulations. In no instance shall the Vendor or any of its employees or agents ask for or require a Certified Customer whose service has not yet been terminated to enter a payment plan of less than 4 months, nor shall the Vendor or its employees or agents seek or require an initial payment of more than 25% of the overdue bill of any such Certified Customer.
10. The Vendor agrees that it shall provide at least 1 designated contact person at the level of supervisor or higher who shall be available to the Agency by telephone and electronic mail for purposes of responding to all reasonable inquiries from the Agency regarding a range of questions, including but not limited to the following: submission of billing by the Vendor to the Agency; receipt of payments made by the Agency to the Vendor; arranging payment plans on behalf of individual Agency clients; timely coding of Agency client accounts for any applicable termination protections (especially the winter moratorium); eligibility for discount rates; and protocols for transferring information, bills and payments. The designated person(s) shall be authorized to make payment agreements, stop terminations, and order the restoration of terminated service.

**Agreement to Supply Utility Services to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program
Page 3**

The Vendor's designated contact person for handling Program questions and resolving Program issues:

Contact Name:

Title:

Telephone Number:

E-mail Address:

11. If requested by the Agency, the Vendor shall provide at no cost to the Agency, a record of annual energy consumption and cost for Certified customers, within a time frame specified by the Agency.
12. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records pertaining to the Vendor's accounts with Certified Customers, for the purpose of monitoring the Vendor's compliance with Program requirements and with this agreement.
13. The Agency shall terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that it is determined the Vendor has violated any material provision of this Agreement.
14. Unless amended, the period of performance of this Agreement shall be October 1, 2009 through September 30, 2010.
15. All amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY:

Signature

Vendor:

Signature

Name:

Name:

Title

Title:

Date:

Date:

AGENCY LETTERHEAD

**Agreement for the Delivery of Kerosene to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of kerosene pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the Program) made this _____ day of _____, 2_____, by and between _____
_____ (the Agency), and _____
_____ (the Vendor).

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer) is authorized by the Agency:
 - charge the Certified Customer in accordance with the vendor's established billing practice, submitting a bill to the Agency at the posted price per gallon charged to noneligible similarly situated customers, including those discounts for Certified Customers who are members of an established co-operative;
 - apply payments received against current deliveries only, and not to bills incurred prior to November 1st of the program year;
 - bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;
 - not to discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment, or other credit plans;
 - make current deliveries to Certified Customers regardless of debt arrearage status, or shall hold the Agency harmless for arranging kerosene delivery by another kerosene vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and the Agency for Program purposes.
2. If requested by the Agency, the Vendor shall provide, at no cost to the Agency or the Certified Customer, an annual kerosene cost and consumption record for each Certified Customer, within a time frame specified by the Agency.

**Agreement for the Delivery of Kerosene to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program
Page 2**

3. The Vendor shall make deliveries in accordance with established business practices, and secure the Certified Customer's signature on every metered delivery ticket. If the customer is not available, the Vendor agrees that a representative of the Vendor shall sign/initial the ticket. With each delivery, the Vendor shall provide a copy of the metered delivery ticket to the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency, shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advanced notice of requested delivery. Minimum delivery authorized shall be 100 gallons unless otherwise agreed on by the Vendor and the Agency and subject to the Certified Customer's maximum benefit level.
4. The Vendor shall submit a metered delivery slip (or legible copies) showing the Certified Customer's name and address, date of delivery, number of gallons delivered, the Vendor's posted price on date of delivery, total delivery cost, signed by the Certified Customer or the Vendor's authorized representative in accordance with industry practice, or shall submit a computerized invoice showing the Certified Customer's name and address, date of delivery, number of gallons delivered, posted price on that day, and total cost of the delivery, by the 15th of the month for the preceding month's billing. Within 30 days of the date on which the invoice is received by the Agency, the Agency shall mail payment to the Vendor unless the agency has not received funds from DHCD/DCS sufficient to cover such payment. The Vendor shall submit final billing by June 15th of the program year.
5. The Agency and the Vendor agree to abide by all established procedures set forth in DHCD/DCS' "Administrative Guidance for Program Operators", in any subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season. These documents shall be available at the Agency.
6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
7. The Vendor agrees to deliver kerosene to the certified customer as authorized by the agency and to deliver kerosene within a reasonable period from the time delivery is authorized.
8. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency and the Commonwealth harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. The Vendor Monitoring procedures by DHCD/DCS and the Agency shall include examination, during site visits to Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.

**Agreement for the Delivery of Kerosene to Certified Clients Of the
Massachusetts Low-Income Home Energy Assistance Program
Page 3**

10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.
11. Unless amended, the period of performance of this Agreement shall be October 1, 2009 through September 30, 2010.
12. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval of DHCD/DCS.

AGENCY: _____ <i>Signature</i>	Vendor: _____ <i>Signature</i>
Name: _____	Name: _____
Title _____	Title: _____
Date: _____	Date: _____

ATTACHMENT E

**Margin-Over-Rack Agreement For Delivery of Home Heating Oil to
Certified Clients of the Massachusetts Low-Income Home Energy
Assistance Program**

Agreement for the delivery of #2 residential heating oil pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the Program) made this _____ day of _____, 2_____, by _____ and _____ between _____ (the Agency), and _____ (the Vendor).

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer) is authorized by the Agency:
 - submit a bill to the Agency at the posted price per gallon charged to non-certified similarly situated customers, including those discounts for Certified Customers who are members of an established co-operative;
 - apply payments received against current deliveries only, and not bills incurred prior to November 1st of the program year;
 - until the Certified Customer's benefits under the Program are exhausted or until April 30th of the contract year, whichever occurs earlier, bill the Certified Customer directly only for total accounts receivable covering bills incurred prior to November 1st and/or other non-heating oil expenses not eligible for payment under the Program. The Certified Customer shall not be billed in any amount for gallons of oil delivered under the Program and paid for by the Agency pursuant to this Agreement.
 - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
 - make current deliveries to Certified Customers regardless of debt arrearage status, or shall hold harmless the Agency for arranging oil delivery by another oil vendor; and
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and the Agency for Program purposes.
2. If requested by the Agency, the Vendor shall provide, at no cost to the Agency or Certified Customer, an annual oil cost and consumption record for each Certified Customer, within a time frame specified by the Agency.

**Margin-Over-Rack Agreement For Delivery of Home Heating Oil to
Certified Clients of the Massachusetts Low-Income Home Energy
Assistance Program - Page 2**

3. The Vendor shall make deliveries in accordance with established business practices, within a delivery schedule negotiated with the Certified Customer and secure the Certified Customer's signature on every metered delivery ticket. If the customer is not available, the Vendor's representative shall sign/initial the ticket. With each delivery, the Vendor shall provide a copy of the metered delivery ticket to the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency, shall be required on Saturdays, Sundays, or Holidays. Except in the case of emergency the Agency agrees to give the Vendor 24 hours advance notice of requested delivery. Minimum delivery authorized shall be 100 gallons unless otherwise agreed by the Vendor and the Agency and subject to the Certified Customer's maximum benefit level.
4. The Vendor shall submit metered delivery slips (or legible copies by the 15th of the month for the preceding month's billing showing the Certified Customer's name and address, date of delivery, number of gallons delivered, the Vendor's posted price with adjustments for oil co-op, established discount and/or prepaid discount prices on date of delivery, total delivery cost, and signed by the Certified Customer or the Vendor's authorized representative in accordance with industry practice, or shall submit a computerized invoice showing the Certified Customer's name and address, date of delivery, number of gallons delivered, posted price on that day with adjustments for oil co-op, established discount and/or pre-paid discount prices, and total cost of the delivery, by the 15th of the month for preceding month's billing. Within 30 days of the date on which the invoice is received by the Agency, the Agency shall mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. The Vendor shall submit final billing by June 15th of the program year.
5. For every gallon of oil delivered to a Certified Customer under the Program, the Agency shall reimburse the Vendor the amount which equals the lesser of the Vendor's posted price on the date of delivery with adjustments for oil-co-op, established discount and/or prepaid discount prices or the price calculated adding a margin of 40 cents to a daily or weekly average rack price based on "Oil Price Information Service (OPIS) Web Rack" for as calculated by DHCD/DCS.

Balance billing of the differential between retail gallons delivered and gallons paid for by the Agency is not allowed.

6. The Agency and the Vendor agree that in the event of unusual oil market volatility resulting in significant changes in the wholesale pricing of #2 home heating oil, DHCD/DCS may, at its discretion, suspend temporarily or otherwise the pricing method set forth in paragraph 5 above, in order to provide emergency relief to participating vendors. Such suspension may include, without limitation, an adjustment or change in the method of calculating the rack price to which the margin is added. The Agency shall notify the Vendor concerning any such suspension following written notification to the Agency from DHCD/DCS.
7. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.

**Margin-Over-Rack Agreement For Delivery of Home Heating Oil To
Certified Clients of the Massachusetts Low-Income Home Energy
Assistance Program - Page 3**

8. Except in the case of an emergency, the Vendor agrees to deliver #2 heating oil to Certified Customers as authorized by the Agency within a delivery schedule negotiated with the Certified Customer.
9. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
10. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Vendor Monitoring procedures by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
11. The Agency may terminate this Agreement in writing and cease immediately making any further payments under the Program to the Vendor in the event the Vendor violates any material provision of this Agreement.
12. Unless amended, the period of performance of this Agreement shall be October 1, 2009 through September 30, 2010.
13. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency and require prior written approval by DHCD/DCS.

AGENCY: _____ Signature	Vendor: _____ Signature
Name: _____	Name: _____
Title _____	Title: _____
Date: _____	Date: _____

**Agreement For Delivery of L.P. Gas to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of L.P. gas pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the Program) made this _____ day of _____,

2_____, by and between _____

(the Agency), and _____

(the Vendor).

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer) is authorized by the Agency:
 - invoice the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency as the posted unit price charged to non-certified similarly situated customers of the Vendor;
 - bill the Certified Customer no more than the total accounts receivable less payments received from agency;
 - not discriminate against the Certified Customer on any basis prohibited by law, including without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
 - make current deliveries to Certified Customers regardless of debt arrearage status, subject to payment agreement between the Vendor and the Certified Customer on prior arrearages;
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.
2. If requested by the Agency, the Vendor shall provide, at no cost to the Agency or the Certified Customer, a record of annual gas consumption and cost for each Certified Customer, within a time frame specified by the Agency.
3. The Vendor shall make deliveries in accordance with established business practice, within a delivery schedule negotiated with the certified Customer, and secure the Certified Customer's signature on every metered delivery ticket. If the customer is not available, the Vendor agrees that the truck driver or other vendor representative shall sign/initial the ticket. No deliveries, except those agreed to by the Vendor and the Agency shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the Vendor 24 hours advance notice of requested delivery. The Vendor agrees to provide the Certified Customer with a metered delivery slip at the time of delivery.

**Agreement For Delivery of L.P. Gas to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program - Page 2**

4. The Vendor shall submit a metered delivery slip (or legible copy) or computerized invoice for delivery of gas showing the Certified Customer name and address, date of delivery, the number of gallons delivered, the Vendor's posted price on date of delivery, the total cost of the delivery, signed by the Certified Customer or the Vendor's authorized representative in accordance with industry practice, to the Agency by the 15th of the month for the preceding months' billing. If canisters are utilized, a bill or invoice shall suffice. Within 30 days of the date on which the invoice is received by the Agency, the Agency shall mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. The Vendor shall submit final billing by June 15th of the program year.
5. The Agency and the Vendor agree to abide by all established procedures set forth in DHCD/DCS' "Administrative Guidance for Program Operators", in any subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season. All of these documents shall be available at the Agency.
6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
7. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency and the Commonwealth harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, of subcontractors.
9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all; of its books and records for the purpose of verifying compliance with this Agreement. Vendor monitoring procedures by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery ticket/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the vendor in the event that the Vendor violates any material provision of this Agreement.
11. Unless amended, the period of performance of this Agreement shall be October 1, 2009 through September 30, 2010.
12. Any amendments to this Agreement shall be in writing, be signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY:

Signature

Name:

Title

Date:

Vendor:

Signature

Name:

Title:

Date:

**Agreement For Delivery of Firewood to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of firewood pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the Program) made this _____ day of _____, 2_____, by and between _____
_____ (the Agency), and _____
_____ (the Vendor).

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, in each case where a delivery to one of its customers certified as eligible under the Program (Certified Customer) is authorized by the Agency:
 - charge the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency at the cubic-foot price charged to non-certified similarly situated customers;
 - deliver wood that has been cut and aged for a minimum of one year, with the understanding that wood cut and aged less than one year may be delivered if agreed to in writing by the Certified Customer and Vendor;
 - apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the program year;
 - bill the Certified Customer no more than the total accounts receivable less payments received from the Agency;
 - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
 - make current deliveries to Certified Customers regardless of debt arrearage status or hold the Agency harmless for arranging wood deliveries by another vendor;
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and Agency for Program purposes.
2. If requested by the Agency, the Vendor shall provide, at no cost to the Agency or the Certified Customer, a record of annual wood consumption and cost for each Certified Customer, within a time frame specified by the Agency.
3. The Vendor shall make deliveries in accordance with established business practices, and accordingly secure the Certified Customer's signature on every delivery ticket. If the customer is not available, the Vendor agrees that a Representative of the Vendor shall sign/initial the ticket. No deliveries except those agreed to by the Vendor and the Agency shall be required on Saturdays, Sundays or holidays except in the case of an emergency.

**Agreement For Delivery of Firewood to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program - Page 2**

4. The Vendor shall submit a bill for delivery of wood showing the Certified Customer's name and address, date of delivery, number of cubic feet of wood delivered, age of wood, cut/split condition, Vendor's posted price on date of delivery, total cost of delivery, signed by the Certified Customer and the Vendor's authorized Representative, to the Agency by the 15th of the month for the preceding month's billing. Within 30 days of date on which the bill is received by the Agency, the Agency shall mail payment to the Vendor unless the agency has not received funds from DHCD/DCS sufficient to cover such payment. The Vendor shall submit final billing by June 15th of the program year.
5. The Agency and the Vendor agree to abide by all established procedures as set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and in any subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season. All of these documents shall be available at the Agency.
6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
7. The Vendor agrees to deliver firewood to Certified Customers as authorized by the Agency and except in emergency circumstances requiring immediate delivery to deliver wood within a reasonable period from the time of delivery authorization.
8. The Vendor agrees to defend, reimburse, indemnify, and hold harmless the Agency and the Commonwealth from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Procedures for monitoring the Vendor by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event that the Vendor violates any material provision of this Agreement.
11. Unless amended, the period of performance of this Agreement shall be October 1, 2009 through September 30, 2010.
12. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY:	_____	Vendor:	_____
	<i>Signature/Date</i>		<i>Signature/Date</i>
Name:	_____	Name:	_____
Title	_____	Title:	_____

**Agreement For Delivery of Coal to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program**

Agreement for the delivery of coal pursuant to the Massachusetts Department of Housing and Community Development/Division of Community Services (DHCD/DCS) Low-Income Home Energy Assistance Program (the Program) made this _____ day of _____, 2_____, by and between _____

(the Agency), and _____

(the Vendor).

In consideration of the mutual promises hereafter stated, the Agency and the Vendor agree as follows:

1. The Vendor shall, in each case where a delivery to one of its customers certified as eligible under the program (Certified Customer) is authorized by Agency:
 - charge the Certified Customer in accordance with the Vendor's established billing practice, submitting a bill to the Agency at the tonnage price charged to noneligible similarly situated customers;
 - apply payments received against current deliveries only, and not to arrearages incurred prior to November 1st of the program year;
 - bill the customer no more than the total accounts receivable less payments received from the Agency;
 - not discriminate against the Certified Customer on any basis prohibited by law, including, without limitation, offering deferred payment, level payment, credit, discount, budget, advance payment or other credit plans;
 - make current deliveries to Certified Customers regardless of debt arrearage status or shall hold the Agency harmless for arranging coal deliveries by another vendor; and,
 - not disclose to any individual or entity the Certified Customer's participation in the Program, except as authorized in writing by the Certified Customer and the Agency for Program purposes.
2. If requested by the Agency, the Vendor shall provide, at no cost to the Agency or the Certified Customer, a record of annual coal consumption and cost for each Certified Customer, within a timeframe specified by the Agency.
3. The Vendor shall make deliveries in accordance with established business practices, and accordingly secure the Certified Customer's signature on every delivery ticket. If the customer is not available, the Vendor agrees that the Vendor's representative shall sign/initial the ticket. With each delivery the Vendor shall leave a copy of the delivery ticket with the Certified Customer. No deliveries, except those agreed to by the Vendor and the Agency shall be required on Saturdays, Sundays, or holidays. Except in the case of emergency, the Agency agrees to give the vendor 24 hours advance notice of requested delivery.

**Agreement For Delivery of Coal to Certified Clients of the
Massachusetts Low-Income Home Energy Assistance Program - Page 2**

4. The Vendor shall submit a bill for delivery of coal showing the Certified Customer's name and address, date of delivery, number of tons delivered, type of coal, the Vendor's posted price on date of delivery, total cost of delivery, and signed by the Certified Customer and the authorized Vendor Representative, to the Agency by the 15th of the month for the preceding month's billing. Within 30 days of date on which the bill is received by the Agency, the Agency shall mail payment to the Vendor unless the Agency has not received funds from DHCD/DCS sufficient to cover such payment. The Vendor shall submit final billing by June 15th of the program year.
5. The Agency and the Vendor agree to abide by all established procedures set forth in DHCD/DCS' "Administrative Guidance for Program Operators" and in any subsequent guidance and the provisions of the contract between DHCD/DCS and the Agency for the season. All of these documents shall be available at the Agency.
6. The Agency shall promptly notify the Vendor of the eligibility of each Certified Customer in writing within 7 days of certification of eligibility.
7. The Vendor agrees to deliver coal to Certified Customers as authorized by the Agency and to deliver coal within a reasonable period from the time delivery is authorized.
8. The Vendor agrees to defend, reimburse, indemnify, and hold the Agency and the Commonwealth harmless from any and all claims, debts, losses, causes of action and liabilities arising from any default or any negligent or wrongful act or omission of the Vendor, its agents, employees, or subcontractors.
9. The Vendor agrees to allow representatives of the Agency and the Commonwealth (including without limitation DHCD/DCS) upon reasonable notice, access to all of its books and records for the purpose of verifying compliance with this Agreement. Procedures for monitoring the Vendor by DHCD/DCS and the Agency shall include examination, during site visits to the Vendor, of delivery tickets/invoices for both Certified Customers and non-fuel assistance customers, to ensure pricing uniformity, correctness of billing, and compliance with applicable Massachusetts laws.
10. The Agency may terminate this Agreement in writing and immediately cease making any further payments under the Program to the Vendor in the event the Vendor violates any material provision of this Agreement.
11. Unless amended, the period of performance of this Agreement shall be October 1, 2009 through September 30, 2010.
12. Any amendments to this Agreement shall be in writing, signed by both the Vendor and the Agency, and require prior written approval by DHCD/DCS.

AGENCY:

Signature

Name:

Title

Date:

Vendor:

Signature

Name:

Title:

Date:




Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

MEMORANDUM

TO: All Interested Parties

FROM: Gerald Bell, Manager, Community Services Unit
Division of Community Services 

DATE: June 15, 2009

RE: **FISCAL YEAR 2010 LIHEAP and HEARTWAP PROGRAMS PUBLIC HEARING**

A public hearing on the draft Fiscal Year 2010 Low Income Home Energy Assistance Program (LIHEAP) State Plan will be held at 10:00 A.M. on Wednesday, July 15, 2009. The hearing will take place at the Department of Housing and Community Development, Conference Room D, 2nd Floor, 100 Cambridge Street, Boston, MA 02114.

Copies of the draft state plan will be posted to the DCS/DHCD web site (www.mass.gov/dhcd) prior to the hearing. If you would like hard copies of the draft state plan, please call the Division of Community Services at 617-573-1400 or e-mail DCS at community_services@hotmail.com.

Written comments on the state plan on or before the hearing date may be sent to Gerald Bell, Manager, Community Services Unit, Division of Community Services, Department of Housing and Community Development, 100 Cambridge Street, Suite 300, Boston, MA 02114.

If you plan on attending the public hearing, please e-mail community_services@hotmail.com so that a visitor's pass can be prepared for you in advance. You will need to go through security on the second floor of the building to pick up your visitor's pass.

If you have any questions, or need additional information, please call me at 617-573-1438.

GB/dlm

s:\dcs admin support unit\liheap fy 10 public hearing memo.doc June 15, 2009 dlm



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

**Public Hearing
FY 2010 Low Income Home Energy Assistance Program (LIHEAP)**

A public hearing on the draft Fiscal Year 2010 Low Income Home Energy Assistance Program (LIHEAP) State Plan will be held at 10:00 A.M. on Wednesday, July 15, 2009. The hearing will take place at the Department of Housing and Community Development, Conference Room D, 2nd Floor, 100 Cambridge Street, Boston, MA, 02114.

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Written comments on the state plan on or before the hearing date may be sent to Gerald Bell, Manager, Community Services Unit, Division of Community Services, Department of Housing and Community Development, 100 Cambridge Street, Suite 300, Boston, MA 02114.

If you plan on attending the public hearing, please e-mail community_services@hotmail.com so that a visitor's pass can be prepared for you in advance. You will need to go through security on the second floor of the building to pick up your visitor's pass.

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